

**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED STATES DEPARTMENT OF ENERGY
NEVADA OPERATIONS OFFICE
AND
SUNRISE MOUNTAIN VIEW HOSPITAL, INC**

DE-GMO8-99NV13661

I. INTRODUCTION

The U.S. Department of Energy Nevada Operations Office (DOE/NV) and Sunrise Mountain View doing business as Mountain View Hospital located at 3100 North Tenaya Way, Las Vegas, NV 89128, are entering into this Memorandum of Understanding (MOU) to delineate interface responsibilities of mutual assistance associated with DOE/NV activities and other emergency incidents as appropriate. This agreement is made with respect to existing and future activities, including those that may have an adverse impact on the environment and the health and safety of the employees of Mountain View Hospital. These activities consist of programs that include emergency off-site assistance (i.e., fire, hazardous material, and medical) transportation of DOE/NV-owned hazardous materials, *storage of hazardous materials, and research and development at DOE/NV operations.

This document formalizes the working relationship between the DOE/NV and Mountain View Hospital and covers the general provisions and levels of assistance, including administrative, technical, and consultative activities which may also involve a commitment of resources, providing there is an agreement for reimbursement for the use of those resources. Both parties intend that this agreement be reciprocal and that assistance may flow from either party to the extent priorities and resources permit.

*Hazardous Materials - A substance or material determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and has been so designated. These materials are listed in the "Hazardous Materials" Table in 49 C.F.R. 172.101.

II. MANAGEMENT AND PROGRAM GUIDELINES

1. Management Arrangements

- a.. This MOU provides the mechanism for the administration of requested support or assistance and provides a means for direct communication between DOE/NV and Mountain View Hospital regarding preparation and support of emergency response, transportation planning, and any other issues and efforts related to DOE/NV activities.
- b. This MOU also recognizes, supports, and applies to the unique emergency medical response relationships established through this agreement between Mountain View Hospital and DOE/NV.

2. Public Information Coordination

Information released to the public regarding emergency incidents or the status of DOE/NV patients or DOE/NV contractor patients shall be coordinated by the designated representative of each agency where possible.

3. DOE/NV agrees to use its best efforts to:

- a. Maintain an interface with Mountain View Hospital through a single point of contact (POC), the Director of Environment, Safety & Health Division at DOE/NV.
- b. Provide information and cooperation regarding activities that may have a direct and/or indirect adverse impact on health and safety of employees of Mountain View Hospital. Due to the unique hazards involved in DOE/NV operations, specialized medical treatment, training, or equipment may be necessary to mitigate any hazard.
- c. Assist Mountain View Hospital in facilitating the development of emergency response action plans to mobilize personnel, equipment, facilities, and other resources as needed in relationship to DOE/NV activities, including transportation issues.
- d. Aid Mountain View Hospital emergency response personnel in coordinating and mitigating the effects of an incident related to hazardous activities associated with the DOE/NV and/or other DOE organizations.

- e. Assist Mountain View Hospital when emergency assistance is requested, verify that appropriate assistance is available, and coordinate with Mountain View Hospital staff on level of assistance required.
- f. Provide interface to the Mountain View Hospital and coordinate applicable DOE/NV emergency management activities regarding public information and public outreach programs that may impact Mountain View Hospital.
- g. Invite Mountain View Hospital emergency response personnel to participate in DOE/NV training and exercise activities if availability exists.
- h. Provide accurate, candid, and timely information about applicable emergency conditions concerning DOE/NV facilities, transportation incidents, and any other pertinent issues that may have the potential to impact the environment and/or the health and safety of Mountain View Hospital employees or resources.
- i. Provide additional support to Mountain View Hospital on an as needed basis for incidents not involving DOE programs. Reimbursement for this assistance may be requested as determined by the DOE/NV Manager.
- j. Coordinate and maintain current emergency notification listings by organizational name and phone number from Mountain View Hospital in the DOE/NV Emergency Operations Center (EOC) and provide Mountain View Hospital with a listing of applicable DOE/NV EOC emergency notification numbers.
- k. Provide cooperative agreements, when appropriate, for specialized equipment, chelation medication drug therapy, and training for emergency response activities in order to treat patients and ensure the mitigation of any potential hazardous effects related to DOE/NV activities that may impact the facilities or employees of Mountain View Hospital.
- l. Provide monetary grants for the repair or replacement of equipment or facilities damaged or destroyed in providing incident support or emergency assistance for DOE or DOE/NV related activities as determined appropriate by the DOE/NV Manager.
- m. Reevaluate this agreement on an annual basis to determine the adequacy of interface elements provided by both organizations.

4. Mountain View Hospital agrees to use its best efforts to:
 - a. Provide information on emergency management planning objectives to DOE/NV to facilitate coordinated planning and assistance for Mountain View Hospital.
 - b. Provide a current Mountain View Hospital emergency notification listing, by name and telephone number, to the DOE/NV EOC.
 - c. Coordinate public information/issues through the DOE/NV POC or DOE/NV EOC pertaining to emergency response issues.
 - d. Provide information to DOE, DOE/NV, county, state, and other federal agencies related to emergency response activities as a result of an incident with the potential for adverse impact on the public and the environment.
 - e. Participate in emergency response training, exercises, and drills provided by DOE and DOE/NV organizations if availability exists.
 - f. Provide emergency notification of incidents affecting Mountain View Hospital's operational status and ability to respond to emergency incidents that may have an adverse impact on DOE/NV reliance on Mountain View Hospital for emergency assistance. Mountain View Hospital will maintain documentation of notifications.
 - g. Provide opportunities for DOE/NV organizations to participate in Mountain View Hospital emergency preparedness meetings and other applicable emergency planning sessions as a means of facilitating coordination and communication of emergency response issues regarding applicable DOE/NV operations.
 - h. Coordinate with and provide assistance to DOE/NV in emergencies associated with DOE/NV activities in order to provide prompt and effective emergency medical assistance to members of the public, DOE, or DOE/NV work force.
 - i. Reevaluate this agreement on an annual basis to determine the adequacy of the support provided by both organizations.

III. FUNDING

This MOU shall not be used to obligate or commit funds as the basis for the transfer of funds or property by either organization; and each organization herein agrees to use its own funds to support this MOU. Performance under this agreement by either party is dependent upon lawful appropriations, availability, and allocation of funds by proper authorities.

IV. AMENDMENT AND TERMINATION

This MOU may be amended by written agreement between DOE/NV and Mountain View Hospital and may be terminated by the mutual written agreement of both parties or by either party upon 30-day written notice to the other party.

V. EFFECTIVE DATE

The MOU shall be effective for a period of not greater than five years from the latter date of signature of both parties.

Mark J. Howard 15 Dec 99
Mark J. Howard Date:
Chief Executive Officer/President

K.A. Carlson 12/15/99
Kathleen A. Carlson Date:
Manager